



Office of the President of the Philippines
PRESIDENTIAL COMMUNICATIONS OFFICE
Manila

BIDS AND AWARDS COMMITTEE

BIDDING DOCUMENTS

For the

**SUPPLY AND DELIVERY OF PURIFIED DRINKING
WATER FOR THE PRESIDENTIAL
COMMUNICATIONS OFFICE CY 2024
(Early Procurement)
(Procurement/Contract No. 2023-PCO-EPA-002)**

Sixth Edition

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports,

seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.



Office of the President of the Philippines
PRESIDENTIAL COMMUNICATIONS OFFICE
Manila

Section I. Invitation to Bid

FOR THE

**Supply and Delivery of Purified Drinking Water for the Presidential
Communications Office (PCO) CY 2024 (Early Procurement)
(Procurement/Contract No. 2023-PCO-EPA-002)**

1. The Presidential Communications Office through the authorized National Expenditure Program for 2024 intends to apply the sum of **Two Hundred Thirty-Two Thousand Three Hundred Twenty Pesos (PHP 232,320.00)** being the proposed ABC to payments under the contract for the project: **Supply and Delivery of Purified Drinking Water for the PCO CY 2024 (Early Procurement) [Procurement/Contract No. 2023-PCO-EPA-002]**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The PCO now invites bids for the above procurement project. Supply and Delivery of the Goods shall be in accordance with Section VI. Schedule of Requirements, and Section VII. Technical Specifications. Bidders should have completed, within three [3] years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

In compliance with GPPB Resolution 09-2020 entitled, “Approving Measures for the Efficient Conduct of Procurement Activities during a State of Calamity or Implementation of Community Quarantine or Similar Restrictions”, the PCO Bids and Awards Committee confirms, adopts, and approves measures for online or electronic bidding, as recommended by the GPPB-TSO, for the efficient conduct of all procurement activities, regardless of the procurement modality, during the pandemic.

In view of the foregoing, the procedure for this procurement project shall be in accordance with the PCO Amended Online Bidding Guideline and the Bidder’s Kit, collectively attached hereto as Annex “A.” GPPB forms and other bidding forms are herein attached as Annex “B.”

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from PCO BAC Secretariat and through the e-mail address given below and inspect the Bidding Documents posted at the PCO website.
5. A complete set of Bidding Documents, in digital copy, may be acquired by interested Bidders starting **24 October 2023** from the PCO website given below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Hundred Pesos (PHP500.00)**.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees by sending a clear scanned copy of the Official Receipt **on or before the deadline of submission of bids** to the PCO BAC Secretariat e-mail given below.

6. The PCO will hold a Pre-Bid Conference on **07 November 2023 at 10:00AM** through video conference via Zoom, which link shall be provided a day before the said conference. A pre-registration shall be required for all interested suppliers in order to access the video conferences and to participate further in the procurement activities as scheduled. Those interested bidders must provide complete information in the Google Forms which may be accessed via this link: <https://forms.gle/bnKZaAo1PgDSfHnW8>.

Prospective bidders are encouraged to discuss any concerns or clarifications about the eligibility requirements including the technical specifications in the said conference.

7. Bids must be duly received and acknowledged by the BAC Secretariat through online or electronic submission at bac1@pco.gov.ph **on or before 21 November 2023 at 8:00AM** in the manner compliant with the submission of eligibility documents for public bidding and in accordance with the above-mentioned PCO Amended Online Bidding Guidelines and the Bidder's Kit. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be on **21 November 2023 at 11:00AM** via Zoom video conferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Prospective bidders are requested to organize and submit their Bids electronically in accordance with the PCO-BAC Amended Online Guidelines and suppliers are hereby reminded, as follows:
 - a) The submission of the Legal and Technical Documents (First Envelope) and Financial Documents (Second Envelope) shall be in a password-protected ZIP folder and PDF file;

- b) There shall be **four (4) different passwords required**: one (1) unique password for the ZIP folder of First Envelope; one (1) unique password for the PDF file under the ZIP folder of First Envelope; one (1) unique password for the ZIP folder of the Second Envelope; and one (1) unique password for the PDF file under the ZIP folder of the Second Envelope;
- c) The password-protected PDF file in the First Envelope shall contain the scanned original copy of the consolidated Legal and Technical documents. Said PDF file shall be assigned the file name, "PCO Bidding No. 2023-PCO-EPA-002; (Name of Bidder); Legal and Technical Documents." There should be one (1) unique password for this PDF file;
- d) The password-protected PDF file in the Second Envelope shall contain the scanned original copy of the consolidated Financial documents. Said PDF file shall be assigned the file name "PCO Bidding No. 2023-PCO-EPA-002 (Name of Bidder); Financial Documents." There should be one (1) unique password for this PDF file; and
- e) In any case where the files to be submitted exceed the size limit of the e-mail, the bidder may submit their bid via separate e-mails, provided, that the subject line for each mail should indicate to which part of the several it corresponds to (i.e., Part 1 of Legal and Technical Documents, Part 2 of Legal and Technical Documents, etc.). One set of passwords for the said components may be allowed in case of splitting, provided that the passwords for the Eligibility Requirements are separate and distinct from the Financial Requirements.

To facilitate the evaluation of documents, the bidder is encouraged to include a table of contents per PDF file, corresponding page numbers, and title pages before the actual document. For reference, the sample bidding documents may be downloaded via these links: [Technical Component Envelope \(1st Envelope\)](#); [Financial Component Envelope \(2nd Envelope\)](#).

In case the bidder fails to submit any or all of the documentary requirements in a password-protected PDF files, the bid/quotation will automatically be disqualified and shall be declared as "FAILED" and the supplier will no longer be allowed to participate further in the procurement activities scheduled for this Project.

- 11. The PCO reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

MARY WILLEN DJ. RENOMERON

Head, Bids and Awards Committee Secretariat
Office of the Bids and Awards Committee Secretariat
7th Floor, Times Plaza
United Nations Ave., Ermita,
City of Manila
Phone No.: (02) 8734-5968
E-mail Address: bac1@pco.gov.ph
Website: pco.gov.ph

13. You may visit the following:

For downloading of Bidding Documents: <https://pco.gov.ph/procurement/>
<https://www.philgeps.gov.ph/>

For online bid submission:
bac1@pco.gov.ph

Issued on **23 October 2023**.

Original Signed
ASEC. EUGENE HENRY C. RODRIGUEZ
Chairperson
Bids and Awards Committee

ANNEX “A”
TERMS OF REFERENCE

TERMS OF REFERENCE

Project details: The Visayas Media Hub (VMH) will house the Communications arm of the government in the Central Philippines and will cater to tailor-fitted news and information for its regions.

The project will complete the triumvirate of the Main Government Broadcast hubs in Luzon, Visayas, and Mindanao.

Having a centralized and integrated facility for government media entities will ensure close coordination among themselves which in turn will result in reaching wider and more effective information dissemination for the Visayas region. With its modern high-definition equipment, the VMH will serve as the central broadcast source of the government serving different regions in the Visayas. It will also serve as a disaster recovery broadcast center for nationwide television coverage.

The Office of the President - Presidential Communications Office (OP-PCO) will take the lead in managing and maintaining the facility. Much like the Mindanao Media Hub in Davao City, the VMH will also house field offices of OP-PCO attached agencies/government media such as the People's Television Network, Inc. (PTNI), Bureau of Broadcast Services (BBS), Philippine Information Agency (PIA), Philippine News Agency (PNA), and Radio Television Malacañang (RTVM). Further, there will be allotted offices for the following agencies: (1) Department of Information and Communication Technology, (2) Bureau of Communications Services, (3) National Printing Office, APO Production, Inc., among others.

Part XII: **Supply, Delivery, Installation, Supervision, Training, Testing, Commissioning of 2.5KW Digital Terrestrial Television Broadcast (DTTB) Transmitter and Headend Equipment with Early Warning Broadcast System (EWBS)**

ABC: Twenty Million Pesos (PHP 20,000,000.00).

Objective To support the government's goal of reaching every Filipino viewer nationwide in the Digital Terrestrial Television Broadcasting (DTTB) spectrum, it aims to strengthen the service in the Visayas Region and benefit from the features of the DTTB of crisp audio and video content, variety of

programs, prompt public information, and reliable Emergency Warning Broadcast System (EWBS).

I. Delivery Sites

1. PTV Transmitter Station, Mt. Busay, Cebu

II. SCOPE OF PROJECT

The supplier shall be responsible for the overall project for which includes the following:

- Site Inspection
- Supply and Installation Works
 - DTT Transmitter System and all accessories
 - Transmitter Output Network
 - Transmitter Electrical and Protection System
- Testing, Commissioning and Proof of Performance
 - Factory Acceptance Test (FAT)
 - Site Acceptance Test (SAT)
- Personnel Training
- Detailed Technical Plans and Diagrams
- Warranty and After Sales Service
- VAT and other related TAXES
- National and local government permits such as but not limited to importation Permits and all other Permits/Clearances, including barangay permits, permits from the National Telecommunications Commission (NTC) for the supply of radio transceivers and/or broadcast equipment accessories among others.

III. SUPPORT AND SERVICES TO BE PROVIDED BY SUPPLIER

1. The bidder must submit a complete detailed technical specification of equipment and services to be supplied.
2. The bidder must submit a guaranteed certificate of the availability of spare parts and services for the supplied equipment within the next ten (10) years upon completion of the project.
3. The Bidder shall submit a Company profile to showcase its experiences and expertise in manufacturing and installing TV transmitter equipment and system.

The Bidder shall provide brand new equipment and accessories of reputable manufacturers with the latest make and model.

4. The bidder shall include remarkable and significant features of the offered equipment such as but not limited to:

- a. Remarkable Features*
- b. Energy efficiency*
- c. Failure rate*
- d. Footprint / Density*
- e. Handling/Maintenance*
- f. Future Proof/ Ready*
- g. Reliability*
- h. Other features*

The PCO shall determine and evaluate the equipment that has the best technical specifications and features that suits its requirements.

IV. EQUIPMENT, SUPPLY, AND INSTALLATION WORKS

- A. The supplier shall be responsible for the supply and installations of the following
 1. DTT Transmitter System
 - i. Control and Exciter System
 - ii. GPS Receiving System
 - iii. RF Power Amplifiers
 - iv. Cooling System
 2. Transmitter Output Network
 - i. Band Pass Filter
 - ii. Directional Coupler
 - iii. Harmonic Filter
 - iv. 3-Port Patch Panel
 3. Transmitter AC Protection System
 - i. Transient Voltage Surge Suppressor (TVSS)
 - ii. Automatic Voltage Regulator (AVR)
 - iii. Isolation Transformer
 - iv. Grounding System
 4. TX Room Air-cooling System
 - i. Installation of Air-Cooling system for the transmitter system
 5. Interconnection Kits and other Accessories

- i. Cables, wires and connectors for the interconnection of the transmitter system
- ii. Distribution panels, circuit breakers and cable wires of appropriate sizes for the interconnection of the transmitter electrical system
- iii. Rigid line kit for the interconnection of the transmitter output network

V. TESTING, COMMISSION AND PROOF OF PERFORMANCE

A. The supplier must show and submit the results of the following transmitter response based on the Integrated Service Digital Broadcasting - Terrestrial (ISDB-T) standard during the testing and commissioning of the Digital Terrestrial TV (DTT) transmitter system:

- | | |
|---|-----------------------------|
| 1. Frequency Deviation | 17. Actual Viewing of Video |
| 2. Signal Power | and Listening to Sound |
| 3. Occupied Frequency Bandwidth | 18. Noise Figure |
| 4. Spectrum Mask | |
| 5. Spurious and Unwanted Emissions | |
| 6. Inverse Fast Fourier Transform (IFFT) Sampling Frequency Deviation | |
| 7. Phase Noise | |
| 8. Amplitude-Frequency Characteristics | |
| 9. Group Delay Characteristics | |
| 10. Delay Time | |
| 11. Intermodulation | |
| 12. Gaussian Noise vs. Bit Error Rate (BER) Characteristics | |
| 13. Power Consumption | |
| 14. Input Signal | |
| 15. Output End Mismatching Range | |
| 16. Modulation Error Ratio (MER) Characteristics | |

- B. The supplier shall carry out their testing and commissioning of the DTT transmitter system using their own testing equipment. Test results shall be submitted to PCO.
- C. Factory Acceptance Test (FAT)
 - 1. The DTT transmitter system shall be tested at the manufacturer's factory before shipment.
 - 2. Factory test data shall be recorded for the purpose of on-site testing and commissioning reference and shall be submitted to the PCO.
- D. Site Acceptance Test (SAT)
 - 1. On-site testing and commissioning shall be conducted by the manufacturer's field engineer with the presence of PCO's designated project manager
 - 2. Test data gathered during the SAT should be in the acceptable range compared to the figures recorded from the FAT.
- E. All performance determined to be unacceptable shall be for the rectification by the manufacturer. All costs attributed to the correction shall be for the supplier's account.
- F. The supplier shall submit a detailed, comprehensive and duly signed proof of performance report upon completion of the test.

VI. PERSONNEL TRAINING

- A. Prior to the official turn-over of the project, the supplier / manufacturer shall organize and conduct a comprehensive technical training to at least ten (10) personnel of the PCO and its attached agencies regarding the operation, troubleshooting, and maintenance of the transmitter system. The cost that will be incurred for the training shall be for the account of the supplier, which includes travel expenses and accommodation for at least ten (10) personnel from Manila.
- B. An on - site comprehensive training seminar on operations, calibrations, techniques, and maintenance of equipment shall be given to the transmitter engineers and technicians in conjunction with the proof of performance at designated transmitter site.
- C. Schedule of the aforesaid must be coordinated with PCO.

VII. WARRANTY AND AFTER SALES SERVICE

1. The winning bidder shall ensure availability of spare parts for at least Ten (10) years from the date of final acceptance and turnover of the project to PCO.
2. The winning bidder shall provide three (3) years product and service warranties. The supplier shall provide after-sales service and spare parts free of charge within the warranty period. All spare parts shall be delivered on-site and installed accordingly.
3. The winning bidder shall provide 24/7 technical support in addressing concerns raised by PCO within the warranty period by telephone and email, or on-site support if needed. Onsite support will be provided within twenty-four (24) hours upon request.
4. All defective components not capable of on-site repair shall be pulled out from PCO premises and may be sent back to the supplier. During the warranty period, the supplier shall cover all expenses incurred or related to the repair and shipment of the equipment/parts. The supplier shall provide and install within twenty-four (24) hours a temporary spare part while waiting for the product's replacement to ensure service continuity.
5. All warranties must be at least three (3) years from the date of final acceptance and turnover of the project to PCO.

ANNEX “B”

Prescribed Forms

Statement of ALL Ongoing Government and Private Contracts

(Including Contracts Awarded but not yet Started)

NAME OF PROJECT: _____

BIDDER'S COMPANY NAME: _____

COMPANY ADDRESS: _____

Government Contracts							
Item No.	Name of Contract	Date of Contract	Contract Duration	Agency Name and Address (Party Contracting with the Bidder)	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts
Private Contracts							
Item No.	Name of Contract	Date of Contract	Contract Duration	Owner's Name/Company Name and Address (Party Contracting with the Bidder)	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts

Instructions:

- 1 Please indicate the correct and complete information required for each contract.
- 2 Date of Delivery indicates the projected date/s provided in their respective contracts.
- 3 In case there are no ongoing contracts, pls. put N/A or None.
- 4 Kindly provide all contact information of the party contracting with bidder.

Submitted by: _____

Designation: _____

Date: _____

Statement of the Single Largest Completed Contract

NAME OF PROJECT: _____

BIDDER'S COMPANY NAME: _____

COMPANY ADDRESS: _____

Item No.	Name of Contract	Date of Contract	Contract Duration	Owner's/Company/Agency Name and Address (Party Contracting with the Bidder)	Kinds of Goods	Amount of Completed Contract	Date of Delivery

Instructions:

- 1 Please indicate the correct and complete information required for each contract.
- 2 Attach End-user's Acceptance OR Official Receipt(s) OR Sales Invoice issued for the Contract.
- 3 If no completed contract, please put N/A or None.
- 4 Kindly provide all contact information of the party contracting with bidder.

Submitted by: _____

Designation: _____

Date: _____

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of __, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of _____ 202__ at _____, Philippines. Affiant is personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me his/her ____ (Type of valid ID) ____, with his/her photograph and signature appearing thereon, with ____ (ID Number) issued on _____ at _____.

Witness my hand and seal this ____ day of _____ 202__

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 202__.

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Purpose of Commission or gratuity
---------------------------	--

_____	_____
_____	_____

(if none, state "None")]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	QTY.	Unit price exw per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
TOTAL BID PRICE									
			IN WORDS						
			IN FIGURES						

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

ANNEX “C”

Checklist of Requirements

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Document

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form;
and
- (b) Original of duly signed and accomplished Price Schedule(s).

ANNEX “D”

Frequently Committed Errors

Errors/Failures/Omissions	How to Prevent
Failure to submit a complete set of documents.	Refer to the Checklist of Technical and Financial Documents on the last part of the Bidding Documents. Said Checklist is also attached as Annex "C" of the Invitation to Bid. Use the Table of Contents (Legal and Technical ; Financial) for proper arrangement of documents.
Typographical Error on Legal documents/Documents for Notarization (e.g., Omnibus Sworn Statement, Bid Securing Declaration, etc.)	Use the forms/templates prescribed by the PCOO and attached as Annex "B" of the Invitation to Bid. Do not use bidding documents you prepared for a previous project with another Government agency so as to avoid <i>copy-paste</i> errors.
Failure to submit proof of identity of affiants as attachment of the documents for notarization (OSS, BSD, etc.)	<p>Make sure that the respective proof of identity (valid Identification: e.g., PRC ID, UMID, Passport, Comelec ID, etc.) of the affiant/s who executed the sworn statements are attached with the document and included in the Legal and Technical folder.</p> <p>All details in the "<i>Jurat</i>" and "<i>Acknowledgement</i>" must be filled in. (i.e government ID, description, and ID Number)</p>
Incomplete details on prescribed templates (e.g. Statement of all on-going contracts, Price Schedule form, etc.)	<p>Fill-out all the spaces/portions or cells/columns requiring details. Do not leave them blank.</p> <p>For the sales taxes and other costs, indicate the breakdown and refer to the column heading for the computation.</p> <p>Indicate zero "0" or dash "-" for items offered for free.</p>
Incorrect Passwords	Test your passwords first before submitting your two (2) Zip Folders via email.
Lack of Two-Factor Authentication	<p>Ensure that each of the zip folders and pdf files for the Legal and Technical requirements, as well as for the financial requirements are password protected.</p> <p>There must be, at least, four (4) unique passwords, to wit:</p> <ol style="list-style-type: none"> 1. Password no. 1 - Legal and Technical zip folder; 2. Password no. 2 - Legal and Technical pdf file; 3. Password no. 3 - Financial zip folder; and 4. Password no. 4 - Financial pdf folder.
Corrupted Zip Folders or PDF Files	Send a test e-mail to self or other accessible e-mail address/es. Download and attempt to open in different computer units and, if possible, using different operating systems (Mac/Windows).

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Presidential Communications Office, wishes to receive Bids for the **Supply and Delivery of Purified Drinking Water for the Presidential Communications Office (PCO) CY 2024 (Early Procurement)**, with Identification number: **2023-PCO-EPA-002**.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2024 in the amount of **Two Hundred Thirty-Two Thousand Three Hundred Twenty Pesos (PHP 232,320.00)**.

2.2. The source of funding is the authorized **2024 National Expenditure Program**.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one [1] contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

7.1. The Procuring Entity has prescribed that **subcontracting is not allowed**.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through Zoom video conferencing as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **three [3] years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **20 March 2024**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as: **One Project having several items which shall be awarded as one contract.**
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be: <i>Any Contract for Supply and Delivery of Purified Drinking Water;</i></p> <p>Completed within three [3] years prior to the deadline for the submission and receipt of bids.</p>
7.1	Subcontracting is not allowed.
12	No further instruction.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="padding-left: 40px;">a. The amount of not less than PHP 4,646.40, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p style="text-align: center;">or</p> <p style="padding-left: 40px;">b. The amount of not less than PHP 11,616.00, if bid security is in Surety Bond.</p>
19.3	<p>The proposed Approved Budget for the Contract of the project: Supply and Delivery of Purified Drinking Water for the PCO CY 2024 (Early Procurement) is Two Hundred Thirty-Two Thousand Three Hundred Twenty Pesos (PHP 232,320.00).</p>
20.2	<p>Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the bidder shall submit the following:</p> <p style="padding-left: 20px;">a. two (2) original/physical copies of the technical and legal documents, and financial documents submitted and subjected to preliminary examination during bid opening;</p> <p style="padding-left: 20px;">b. latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (Efps); and</p> <p style="padding-left: 20px;">c. other appropriate licenses and permits required by law and stated in the Bidding Documents and Supplemental/Bid Bulletin.</p>
21.2	No further instruction.

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and

where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered at the Presidential Communications Office Main Office located at 7th floor Times Plaza Building, Taft Avenue Corner United Nations Avenue, Ermita, Manila. Risk and title will pass from the Supplier to the PCO upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause, the Procuring Entity’s Representatives at the Project Site is Mr. Roland Vann A. Silao, Head of the Property and Supply Section, General Services Division.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all services specified in Section VI. Schedule of Requirements.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p>

GCC Clause	
	<p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross Weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation – Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available, but their schedule delays the Supplier in its performance of this Contract the period from when</p>

GCC Clause	
	<p>the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
2.2	No further instruction.
4	The inspection/tests of the goods shall be done as required under Section VII. Technical Specifications.

Section VI. Schedule of Requirements

The delivery schedule expressed as calendar days stipulates hereafter a delivery date which is the date of delivery to the project site.

DESCRIPTION	DELIVERY SCHEDULE
Supply and Delivery of Purified Drinking Water for the Presidential Communications Office (PCO) CY 2024 (Early Procurement) (Procurement/Contract No. 2023-PCO-EPA-002) Five Thousand Eight Hundred Eight (5,808) units of Water Container with Purified Drinking Water	Delivery of one hundred (110) bottles per week. Subsequent weekly deliveries shall be every Tuesday. However, if Tuesday falls on a declared non-working day, delivery shall be on the next working day. Initial delivery shall be within (10) days from receipt of Notice to Proceed.
Thirty (30) Units of Water Dispenser	Delivery within ten (10) days from receipt of Notice to Proceed.

Payment Terms: Fixed monthly payment based on the actual unit price per water provided in the accomplished financial Offer.

Contract Duration: One (1) year Contract which shall commence not later than ten (10) days from receipt of Notice to Proceed.

Conforme:

Full Name and Signature of Bidder/Authorized Rep. :

Designation :

Name of Company :

Section VII. Technical Specifications

Bidders must state “**Comply**” in the column “**Statement of Compliance**” against each of the individual parameters of each “Specifications.”

SUPPLY AND DELIVERY OF PURIFIED DRINKING WATER FOR THE PCO CY 2024 (EARLY PROCUREMENT)	
DETAILED TECHNICAL SPECIFICATIONS	STATEMENT OF COMPLIANCE
OBJECTIVE	
To ensure the continuous provision of purified drinking water in the Presidential Communications Office (PCO) at the New Executive Building, Malacañang.	
QUALIFICATIONS OF THE SUPPLIER (BIDDER)	
<p>a) Experience - As of the date of submission and bid opening, the Supplier must be in the business for at least two (2) years.</p> <p>b) Licenses/Certifications - At the commencement of contract implementation, the Supplier shall secure and maintain, at its own expense, all necessary registrations, licenses, and/or permits as required by laws, rules, and regulations. The Supplier shall likewise comply with all pertinent laws, rules, and regulations.</p> <p style="padding-left: 40px;">A copy of the license to operate in relation to the provision of bottled water from the Food and Drug Administration shall be submitted before the contract implementation, to the BAC-TWG or Property and Supply Section (PSS).</p>	
PROCESSING PLANTS/FACILITIES	
<ul style="list-style-type: none"> • Processing plants/facilities must be located in areas free from objectionable odors, smoke, dust, or other contaminants and possible flood or inundation. • The purified drinking water must have undergone filtration/purification a process which is at least sixteen (16) stages and in compliance with Department of Health (DOH) Administrative Order No. 2017-0010 or the Philippine National Standards for Drinking Water of 2017 dated June 23, 2017. • The refilling process must be automated. 	
SUPPLY AND DELIVERY OF PURIFIED DRINKING WATER	

<p>a. Quantity</p> <ul style="list-style-type: none"> ● The Supplier shall deliver purified drinking water with a weekly average quantity of One Hundred Ten (110) bottles/eighteen (18) liters. The Property and Supply Section (PSS) shall provide the actual quantity and weekly delivery requirements during contract implementation. ● Twenty-two (22) bottles per day times twenty-two (22) days times Twelve (12) Months (22 bottles/ day x 22 days x 12 months) = 5,808 bottles per year. <p>b. Delivery</p> <ul style="list-style-type: none"> ● Initial delivery shall be within (10) days from receipt of Notice to Proceed. ● Subsequent weekly deliveries shall be every Tuesday. However, if Tuesday falls on a declared non-working day, delivery shall be on the next working day. ● Delivery area shall be coordinated with the PSS. ● Delivery personnel shall, at all times, exercise due care in handling the items during delivery. 	
WATER CONTAINER AND PACKAGING	
<ul style="list-style-type: none"> ● The container must be round for mineral/purified water, high quality, made of 100% safe polycarbonate food-grade plastic or better, and commercial grade durability and usability. ● All water containers should be thoroughly cleaned under a pressurized cleaning process and sanitized. It should be sealed and capped with a one-time plastic bottle cap. At the time of delivery, water containers should be wrapped individually with a transparent plastic bag. 	
PROVISION OF WATER DISPENSERS	
<ul style="list-style-type: none"> ● The Supplier shall provide Thirty (30) units of brand-new or refurbished water dispensers at no additional cost to the PCO, with the following minimum specifications: ● Freestanding unit with compressor and built-in fridge; ● With hot and cold-water outlets (hot water outlet: 880 C to 920 C; cold water outlet: 40 C to 110 C); ● Dispenses twenty (20) cups of hot water per hour and thirty (30) cups of cold water per hour; and ● Power source: 220V/60Hz. In the case of refurbished water dispensers, the manufacturing date thereof shall not be earlier than CY 2023. 	
STANDARDS AND CONDITIONS	

- The purified drinking water must be clear and not have objectionable taste, odor, or color. It must be pleasant to drink and free from all harmful organisms, chemical substances, and radionuclides in amounts that could constitute a hazard to health.
- The quality of drinking water shall conform to the Standard Values prescribed under DOH Administrative Order No. 2017-0010 dated June 23, 2017, and other related issuances (if any).
- The Supplier must undertake the conduct of water sampling and examination
- For microbiological, physical, chemical, and radiological quality pursuant to DOH Administrative Order No. 2017-0010 dated June 23, 2017. The result of such examination must be presented to the PCO as follows:

Type of Examination	Period to Conduct Examination
Microbiological Examination	The tests shall be conducted during the first or second week of the first month of each quarter.
Physicochemical and Radiological Examination	The tests shall be conducted during the first or second week of the first month of each quarter.

- The results of the foregoing examinations shall be submitted to the PSS within five (5) calendar days after the scheduled testing.
- The winning bidder must be on call for urgent cleaning and sanitation should the end user discover any dirt, insect, or any object found inside the water dispenser that may contaminate the water;
- Water dispensers must undergo cleaning twice a month and sanitization to be conducted by the Supplier, every first and third Saturday of the month, at the PCO premises.
- Defective water dispensers must be replaced within twenty-four (24) hours upon receipt of the verbal/written notice from the PSS.

PAYMENT TERMS

- Monthly payment shall be made within ten (10) days from the receipt of the billing statement.
- Payment shall be based on the actual delivery of water per month.

PERFORMANCE REVIEW AND ASSESSMENT	
<ul style="list-style-type: none"> • The PSS shall conduct a monthly evaluation/review and assessment of the performance of the Supplier. Based on its assessment, the PCO may terminate the contract for failure of the Supplier to perform its obligations therein. 	

Conforme:

Full Name and Signature of Bidder/Authorized Rep.

:

Designation

:

Name of Company

:

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Document

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

A committed Line of Credit from a or Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

